

**Department of Public Works**

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017



**Tony T. Yarber**  
*Mayor of the City of Jackson*

**ADDENDUM NO. 2**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BIDS 2016 CITYWIDE RESTRUCTURING PROJECT**

**CITY PROJECT NO. 16B4003.902**

**DUE DATE: MAY 24, 2016 AT 3:30 P.M. CST**

**CITY CLERKS'S OFFICE**

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract Documents. The following changes to the above proposal are issues to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein. **Bidders must acknowledge this and all addenda in the submitted proposal. Bids submitted without acknowledgement will be considered non-responsive.**

**To all potential contractor please find below revised documents to insert into your bid package.**

1. Remove existing Section 4 (Bid Proposal), and replace with a revised Section 4 (Bid Proposal)
2. Remove existing Section 6 (Supplemental General Conditions), and replace with a revised Section 6 (Supplemental General Conditions).
3. Remove existing Typical Section in Section 10, and replace with the revised Typical Section to include in Section 10.
4. Please make sure the Section 3 Plan is filled out completely. I have provided a plan with this addendum that was not included in Section 8 (Section 3 Compliance).

Again, please use the above noted revised documents for the preparation and submittal of your bid package. Also, please acknowledge receipt of this addendum below, acknowledge receipt of this Addendum in the Proposal and include same as part of your bid.

Thank you for your cooperation.

  
**Charles Williams Jr., PE, PhD**

**Engineering Manager**

Acknowledgement:

Date

Company

By: (Name and Title)

**SECTION 4  
BIDDERS PROPOSAL**

**2016 CDBG CITYWIDE STREET RESTRICTURING PROJECT**

**CITY PROJECT NO. 16B4003.902**

Date: \_\_\_\_\_, 2016

Proposal of \_\_\_\_\_

\_\_\_\_\_  
(Name and address)

for all labor and materials for construction of **2016 CDBG Citywide Street Restructuring Project**, for the City of Jackson, Mississippi, said work being designated as **City Project No. 16B4003.902**

The Contract Drawings for said project are on file in the office of the Engineering Division, 4th Floor, 200 South President, Warren A. Hood Building, Jackson, Mississippi, 39201.

The Specifications on which this proposal is based are the Standard Specifications approved and adopted by the City Council of Jackson, Mississippi, and the Contract Documents and Special Provisions for this project, bound herein and made a part hereof by reference.

To:    The City Council  
          City of Jackson  
          Jackson, Mississippi

Gentlepersons:

The following Proposal is made on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (We) have carefully examined the Contract Documents and Contract Drawings, including the Special Provisions, Detailed Specifications, and any and all Addenda thereto.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures

or other facilities on the site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

In accordance with the requirements of the Contract Documents and Contract Drawings, I (We) propose to furnish all necessary materials, equipment, labor, supervision, tools, and other means of construction, and will do all work called for by the Contract Documents within the specified contract time for the following unit prices stated in this proposal.

Unit Prices are to be provided in both words and figures. In case of discrepancy, the amount shown in words shall govern. All erasures, changes, or alterations of any kind must be initialed by the Bidder.

Unit Prices shall include all labor, materials, equipment, supervision, bailing, shoring, removal, overhead, profit, insurance, and all other expenses necessary to perform the finished work of the several kinds called for.

The following is my (our) itemized proposal for construction of City Project No. 16B4003.901.

**BID SCHEDULE**

(2016 CDBG Citywide Street Restructuring Project, City Project No. 16B4003.902)

**2016 CDBG Citywide Street Restructuring Project List**

Ward	Street Name	From	To
6	Dovewood Drive	Woody Drive	Wooddell Drive
6	Woodview Drive	Woody Drive	Wooddell
6	Dorgan Street	McDowell Road	Castle Hill Drive
6	Flowers Drive	Dorgan Street	Dianne Drive
6	Dianne Drive	Flowers Drive	Maria Drive
6	Maria Drive	Dianne Drive	Woodside Drive
6	Barbara Ann Drive	McDowell Road	Maria Drive
6	Catalina Drive	Ventura Drive	Catalina Circle
6	Catalina Circle	Catalina Drive	Catalina Drive

Bid Proposal

	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Cold Milling of Bituminous Asphalt (4' from curb)	6000	SY		
4	Cold Milling of Bituminous Asphalt (Curb to Curb) (3" max)	3000	TONS		
5	Full Depth Asphalt Removal (All Depths)	7500	SY		
6	HotWarm Bituminous Pavement Surface Course (9.5 mm) (1.5")	5200	TONS		
7	HotWarm Bituminous Asphalt Base Course (12.5 mm/19 mm) (4.0")	1700	TONS		
8	HotWarm Bituminous Asphalt Leveling Binder Course (12.5 mm/19mm)	650	TONS		
9	6-10 Crushed Stone Base (FM) (base repair)	825	CY		
11	Unclassified Excavation (FM) (subgrade repair)	1650	CY		
12	Borrow Excavation (FM) (subgrade repair) (subgrade repair)	700	CY		
13	Removal/Replacement of Concrete Curb & Gutter (All Types) (Inclusive of labor and materials)	4100	LF		
14	Removal/Replacement of Concrete Driveway Aprons ( Inclusive of labor and materials)	400	SY		
15	Manhole Adjustments to Grade (Including Repair & Replacement)	36	EA		
16	Water Valves Boxes Adjusted to Grade	10	EA		
17	Mulch/ Grass Seeding	.5	AC		
18	Surveying	1	LS		
19	Vehicle Loop Assembly (Barbara Ann Drive)	400	LF		
20	Contingency	1	LS	\$50,000.00	
				Total Bid	

- City will request a mix design using a higher RAP, in conjunction with approved MDOT mix designs using RAP. Contractor will provide City Engineer with an approved mix design prior to starting asphalt resurfacing.
- Please see Section 6 for clarification of the bid proposal.
- For line items 9, 10, & 11 the City will use FM (Field Measure) in-lieu of LVM (Loose Vehicular Measure) as specified in the Special Provisions (Section 9).

Reclaimed asphalt pavement (RAP) materials may be used in the production of asphalt in the percentages of the total mix by weight set out in the following table:

Asphalt Mixture	Maximum Percentage of RAP by total weight of mix
4.75-mm	0
9.5-mm	20 *
12.5-mm Surface Lift	20 *
12.5-mm Underlying Lift	30
19-mm	30
25-mm	30

\* At a minimum, RAP shall be processed and/or screened such that the RAP material size does not exceed the nominal maximum sieve size for the mixture specified.

I (We) further propose to execute the contract agreement as bound herein within ten (10) working days after receipt of Contract Forms from the City and to complete the work within seventy-five (75) calendar days with the work schedule being as specified in the Contract Documents. I (We) agree to pay as liquidated damages in the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter for failure to complete all work as provided in the Contract Documents.

I (We) also propose to execute Performance Bond and Payment Bond as shown in the Contract Documents, each in an amount of not less than one hundred percent (100%) of the total of my (our) bid. These bonds shall not only serve to guarantee completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a bid bond or certified check for \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_ )  
and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within ten (10) working days after notice of award, the amount of this check (bid bond) will be forfeited to the City of Jackson as liquidated damages arising out of my (our) failure to execute the contract as proposed.

It is understood that in case I (we) are not awarded the work, the certified check or bid bond submitted as bid security will be returned as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

Respectfully submitted

\_\_\_\_\_  
Contractor(s)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Address

**BIDDER'S CORPORATE DECLARATION**

(To Be Filled In If Bidder Is A Corporation)

Date: \_\_\_\_\_, 2016

Our corporation is chartered under the Laws of the State of \_\_\_\_\_,  
and the names, titles and business addresses of the executives are as follows:

President	Secretary
_____	_____
_____	_____
_____	_____
_____	_____
Treasurer	
_____	
_____	
_____	

CORPORATE SEAL

**BIDDER'S PARTNERSHIP DECLARATION**

Our Partnership is composed of the following individuals:

(Name)	(Name)
_____	_____
_____	_____
_____	_____
Address	Address
_____	_____
(Name)	(Name)
_____	_____
_____	_____
Address	Address

Date: \_\_\_\_\_, 2016

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto the CITY OF JACKSON, MISSISSIPPI as Owner, in the penal sum  
of \_\_\_\_\_  
\_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to  
the CITY OF JACKSON, MISSISSIPPI a certain bid, attached hereto and hereby made a part  
hereof to enter into a contract in writing for the construction of **2016 CDBG Citywide Street  
Restructuring Project, City Project No. 16B4003.902.**

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,  
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (properly completed in accordance with said Bid) and  
shall furnish a bond for his faithful performance of said contract, and for the payment of all  
persons performing labor or furnishing materials in connection therewith, and shall in all other  
respects perform the agreement created by the acceptance of said Bid,
- then this obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims hereunder  
shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety and its bond shall be in no way impaired or affected by any extension of the time within  
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such  
extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Contractor(s)

SEAL By: \_\_\_\_\_

\_\_\_\_\_  
Surety

SEAL By: \_\_\_\_\_

Important - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**NON COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**City Project No. 16B4003.902**

(This affidavit must be executed by the Bidder for the Bid to be considered.)

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and  
(Person)

says that he is \_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)  
of \_\_\_\_\_ the party  
(Name of Firm)

making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Jackson, Mississippi, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

for \_\_\_\_\_ Notary Public in and  
\_\_\_\_\_ County, Mississippi

(SEAL) My Commission Expires  
\_\_\_\_\_, 2016

## **SECTION 6**

### **SUPPLEMENTAL GENERAL CONDITIONS**

#### **SCOPE OF WORK**

The work required under this contract consists of the resurfacing/restructuring ten streets within the City of Jackson. The bid proposal has quantities to repair base failures, subgrade fails, remove and replace existing curb types, and asphalt. Only one street (Catalina Circle) will not be completely resurfaced due to limited funds, and a large portion of the street needs be restuctured.

This shall be accomplished by COLD MILLING areas to a minimum depth of ¾" to a maximum of 3". The Contractor and City Engineer will determine the milling depth best suitable to minimize damage to the existing base structure prior to asphalt paving. Any excavation of failed areas determined by the Contractor and City Engineer will be backfilled with 610 crushed stone aggregate, borrow material, or asphalt base to an adequate thickness determined by the City Engineer. A typical section is provided for areas classified as failed, and requiring full depth reconstruction.

The MILLING EQUIPMENT that will be used in this contract will be determined by the contractor. The milling machine will be a size that will not damage the existing streets. If such damage does occur, the contractor will be responsible for excavating the damaged area and repairing the damaged area back to city specifications. At this time the decision will need to be made about the machine that will not damage the city streets, but will do the job. Once this decision has been made to the satisfaction of the City Engineer, the contractor will then be allowed to proceed with their work.

The payment for milling will be accessed after a street is milled and before it is resurfaced. The contractor will be responsible for disposing of milled material from the project site. The contractor shall apply credits toward asphalt tonnage unit price for reclaimed asphalt pavement (RAP) when preparing bid proposal. The City plans to use a standard hot/warm asphalt design with 20% Rap (Surface), and 30% RAP (Base/Binder). The contractor can use a warm mix meeting all MDOT requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2004 or latest edition.

The asphalt surface course will vary from 1½" to 2" thick, and will determined by the City Engineer or the representative for the city. This contract will consist of a significant number of streets that will only require 1½" of asphalt surface course. Adjustment of manholes, inlets, and water valve boxes will also be required. Concrete streets shall have all joints and cracks sealed before resurfacing is initiated (Absorbed Pay Item).

All driveways shall be tied into the newly resurfaced street before the contractor moves to the next street, unless otherwise allowed by the engineer or his representative. It will also be the responsibility of the contractor to insure that cars do not drag from the driveway. In addition areas where drive aprons are in need of replacement to properly tie in the asphalt pavement to provide positive drainage. The removal and replacement of the driveway apron will be paid by the square yard up to the quantities provided on the bid proposal.

All streets shall be resurfaced within a maximum period of two weeks after it has been milled. If the street is not resurfaced in the two week time frame set forth a reduction in payment for the asphalt will be administered as described in table A.

All clean-up of debris after resurfacing a street shall be completed within a maximum period of two weeks. The street clean-up, including removal and disposal of existing sediment and debris accumulated within the curb gutter, before and after a street is resurfaced will be an absorbed pay item under the asphalt surface course pay item. If a street is not cleaned within the two week time frame set forth a reduction in payment for clean-up will be administered as described in table A.

If a contractor does not resurface or clean-up a street within five (5) weeks of the time the work was initiated the contract at that time can be terminated at the City of Jackson's discretion.

The amounts of these deductions are to cover the damages to the City due to the failure of the Contractor to complete the work or any part of the work within the time specified and such deductions are not to be considered penalties.

TABLE A  
(Payment Schedule)

<u>Pay Factor</u>	Number of <u>Days Past Due</u>
0.90	15
0.50	21
No Pay	28 or more

Longitudinal joints between adjacent lanes shall be true and parallel to the centerline of the street. The over-lap in the application of the bituminous material shall be the minimum to assure complete coverage. Where any construction joint occur the treatment of the edges shall be blended so there are no gaps and the elevations are the same, free from ridges and depressions.

All streets are to be resurfaced with an adequate crown to insure proper drainage. The asphalt must transition evenly and parallel with the edge of the gutter line when a street is resurfaced. Any curbing identified for removal/replacement shall be coordinated with the City Engineer, City representative, and Contractor prior to paving any street. The replacement curb shall be on grade to provide positive drainage, and if any grade elevations are required to ensure proper tie-

in to the new asphalt. It shall be paid for out the Surveying line item.

Subgrade preparation shall result in a smooth, firm and compacted foundation for the base course to be placed thereon. All soft and yielding or unsuitable material shall be removed and replaced with soil which will readily compact. The density of the top 6 inches of the subgrade, shall not be less than 95% when tested. The subgrade shall be maintained at the proper moisture content and density until the base course is laid.

The contractor will be responsible for identifying all failed areas of dig out before resurfacing a street. This information must be provided to a City representative before a street is resurfaced.

The contractor will be required to repair all pavement cracking, distresses and failures during the one year warranty period.

The contractor will provide all traffic control devices, flag men and project commencement flyers on all streets in the contract. The flyers must be distributed forty-eight (48) hours before work commences on a street. A mobile broom will be provided by the contractor to sweep all excess millage into the gutter, and dispose offsite. The above requirements also pertain to all streets that are added to the contract.

All streets will be milled a maximum of 4' from face of curb. All street milling will be coordinated by the Contractor, City Engineer, and City on-site representative. All manhole and water valve riser rings will be the responsibility of the City of Jackson, and provided by the City at the request of the Contractor. In addition all intersections will be properly tied-in, Contractor shall mill all intersections a maximum of 10 feet (all directions) to ensure proper tie-in.

At the end of this contract, **ADDITIONAL STREETS MAY BE ADDED** to this list in accordance with provisions of the standard specifications. The list of the additional streets will be furnished to the contractor before the end of this project. The contractor will be expected to complete any streets which are added to this contract at the unit prices originally bid. Consideration will be given for an extension of contract time based on the extent of the extra work required.

**REMOVAL OF CARS FOR PROJECT SITE:** In the event that cars are parked on the street which is to be resurfaced, it shall be the contractor's responsibility to provide written notice to the owners of the cars asking them to remove the cars from the roadway. This will be accomplished by placing flyer on the cars at least forty-eight (48) and not more than seventy-two (72) hours before the contractor plans to work on the street. If the cars have still not been removed when the work is to begin, it will be the City's responsibility to relocate the vehicles from the roadway. In addition, the contractor will be required to place written notice at every residence which will advise those people living on the street to anticipate the work and to keep cars off the street during the anticipated working hours.

The list of streets to be improved under this contract is listed on the following page. However, the prospective bidders should prepare their proposal such that their bid will allow them to perform work on any City streets chosen to be resurfaced under this contract without need for change order or negotiation.

2016 CDBG Citywide Street Restructuring Project List

Ward	Street Name	From	To
6	Dovewood Drive	Woody Drive	Wooddell Drive
6	Woodview Drive	Woody Drive	Wooddell
6	Dorgan Street	McDowell Road	Castle Hill Drive
6	Flowers Drive	Dorgan Street	Dianne Drive
6	Dianne Drive	Flowers Drive	Maria Drive
6	Maria Drive	Dianne Drive	Woodside Drive
6	Barbara Ann Drive	McDowell Road	Maria Drive
6	Catalina Drive	Ventura Drive	Catalina Circle
6	Catalina Circle	Catalina Drive	Catalina Drive

Street Repair Breakdown Estimate:

**Note:** The following outline provided is to better inform the contractor about the proposed scope of services for each individual street. Additional work may be added or eliminated from the bid proposal depending on need to resurface the street. The City does not intend to resurface Catalina Circle in its entirety due to the existing condition of the street. The City has identified a max of 300’ to restructure and resurface. Catalina Circle will be the last street worked upon. The removal/replacement of curb work will be determined by the City Engineer & Contractor prior to resurfacing each street.

Dovewood Drive

- Mill full depth to remove existing asphalt pavement.
- 3” max on full depth removal.
- Asphalt overlay 3” max.

Woodview Drive

- Remove failed pavement and subgrade sections.
- Backfill with 610 crush stone 4”, and then place 4” of black base to tie into existing pavement.
- Mill 4’ wide from the curb, and asphalt overlay.

Dorgan Street

- Remove failed pavement and subgrade sections.
- Backfill with 610 crush stone 4”, and then place 4” of black base to tie into existing pavement.
- Mill 4’ wide from the curb, and asphalt overlay.
- Parts of Dorgan Street (550 LF) may need full depth asphalt removal at a max of 3”, and asphalt resurfaced at a max of 3”.

Flowers Drive

- Remove failed pavement and subgrade sections.
- Backfill with 610 crush stone 4”, and then place 4” of black base to tie into existing pavement.
- Mill 4’ wide from the curb, and asphalt overlay.

**Dianne Drive**

- Mill full depth or a maximum of 3", and asphalt resurface a max of 3".
- May needs some leveling course in some areas for crosslope or drainage issues.

**Maria Drive**

- Mill entire pavement area to a maximum depth of 3".
- Remove failed pavement and subgrade sections.
- Remove 4" depth of failed subgrade and backfill with 4" of 610 crushed stone.
- Place 4" of black base flush with milled pavement elevations.
- Place 3" (max) of new asphalt surface pavement.

**Barbara Ann Drive**

- Full depth pavement removal required for approximately 200 feet length in the curved area where roadway section is low and does not properly drain.
- Place borrow material in the area to raise section to a new positive grade.
- Place 4" of black base with asphalt spreader or could use leveling course.
- Remove and replace failed pavement sections over remaining pavement area.
- Remove 4" depth of failed subgrade and backfill with 610 crushed stone (4").
- Place 4" black base flush with existing pavement.
- Mill 4' at each curb except for last 550 feet to tie-in to Maria Drive.
- Mill this section a max of 2" depth for entire pavement width.
- Asphalt resurface a max of 2".
- Remove and replace traffic loops.

**Catalina Drive**

- Mill entire pavement area to a maximum depth of 3".
- Remove and replace failed pavement areas.
- Remove 4" depth of failed subgrade and backfill with 4" of 610 crush stone.
- Place 4" black base flush with milling pavement elevation.
- Place a max of 3" Asphalt surface.

**\*Catalina Circle\***

- Restructure and Resurface a max of 300"
- Limits will be determined by City Engineer & Contractor.

**CONTRACT SPECIFICATIONS**

The specifications governing work under this contract shall be the STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVEMENTS, SEWERS, AND WATER DISTRIBUTION SYSTEM approved and adopted by the City Council of the City of Jackson, Mississippi on November 12, 1963, together with amendments thereto. The STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVEMENTS, SEWERS, AND WATER DISTRIBUTION SYSTEM may also be referred to as the "Standard Specifications" and "City of Jackson Standard Specifications". In addition to the referenced specifications, the Mississippi Standard Specifications for Road and Bridge Construction, 2004

or latest edition shall be used in the special provisions where applicable.

CONTINGENCY ALLOWANCE

The Contingency Allowance shall be used for any item of work encountered during construction that exceeds the listed bid items or not listed as a bid item. The contingency allowance shall not be used for any absorbed pay item. If all or portions of the allowance remain at the end of construction is shall be credited on the final pay request. Use of the Contingency Allowance shall be at the discretion of the City Engineer or City Representative.



SECTION 3 PROJECT PLAN  
(For General Contractor – Submit to the Grant Administrator; for Subcontractor – Submit to General Contractor)

Instructions:

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Grant No. \_\_\_\_\_

Company Name: \_\_\_\_\_ Project: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Contract Person/Phone #: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☐ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☐ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1<sup>st</sup> : Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2<sup>nd</sup> : Participants in HUD Youthbuild programs (category 2 residents).
- 3<sup>rd</sup> : Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), Homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be Given the highest priority.
- 4<sup>th</sup> : Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1<sup>st</sup>. Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or Neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2<sup>nd</sup>. Applicants (as this term is defined in 42 U.S.C. 12859) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3<sup>rd</sup>. Other section 3 business concerns.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to Section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify Section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
  - A public housing resident; or
  - A low-(≤50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website as [www.hud.gov/section3](http://www.hud.gov/section3).
- b. "Section 3 business concern" means a business concern—
  - (1) That is 51 percent or more owned by section 3 residents; or
  - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
  - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all Subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) this definition of "Section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
  - 1. PROFESSIONALS
    - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, Dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
  - 2. TECHNICIANS
    - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
  - 3. OFFICE AND CLERICAL
    - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products included. Includes: bookkeepers,

collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for Execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, Executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALE

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, composers and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery works, sewers and stitchers, dryers, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stovelores, wood choppers, laborers performing lifting, digging, miking, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS

Workers in both protective service occupations, includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B Attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents ( and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

**Section 3 Compliance Monitoring of Contractors and Subcontractors**

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

Signature of Company Representative

Section 3 Business Concern Certification

Instructions:

1. This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Company Name:

Address:

Contact Person:  Phone Number:

Number of Employees:  (Full Time)  (Part Time)

Does your firm represent and certify that it is a Section 3 business concern?

☐ Yes ☐ No

If yes, please check all that apply. The contractor represents and certifies that:

- ☐ The contractor's firm is 51 percent or more owned by Section 3 residents; or
- ☐ The contractor's permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- ☐ The contractor hereby commits to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be Awarded by the business under the proposed contract to Section 3 businesses that meet the above two criteria, as identified below and detailed further in the contractor's Section 3 Subcontracting Plan:

SUBCONTRACTOR NAME	SUBCONTRACT AMOUNT
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

On behalf of the above-referenced Company, I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of Company's contract and debarment, or prosecution.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business:      ☐ Corporation      ☐ Partnership  
                                 ☐ Sole Proprietorship      ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation
- ☐ Other evidence
- ☐ Copy of evidence of participation in a public assistance program

For business entity as applicable:

- ☐ Copy of Articles of Incorporation
- ☐ Certificate of Good Standing
- ☐ Assumed Business Name Certificate
- ☐ Partnership Agreement
- ☐ List of owners/stockholders and % ownership of each
- ☐ Corporation Annual Report
- ☐ Organization chart with names and titles
- ☐ Latest Board minutes appointing officers and brief function statement
- ☐ Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees
- ☐ List of employees claiming Section 3 status
- ☐ PHA/HA Residential lease less than 3 years from day of employment
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature \_\_\_\_\_

(Corporate Seal)

Attested by: \_\_\_\_\_

RESIDENT EMPLOYMENT OPPORTUNITY DATA

THE CITY OF JACKSON, MISSISSIPPI

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, \_\_\_\_\_, am a legal resident of the \_\_\_\_\_

\_\_\_\_\_ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: \_\_\_\_\_

I have attached the following documentation as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Other evidence

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 3 INCOME LIMITS**

All residents of public housing developments of the Jackson Housing Authority or Mississippi Housing Authority Region VI qualify as Section 3 residents. Additionally, individuals residing in the City of Jackson and who meet the income limits set forth below, can also qualify for Section 3 status.

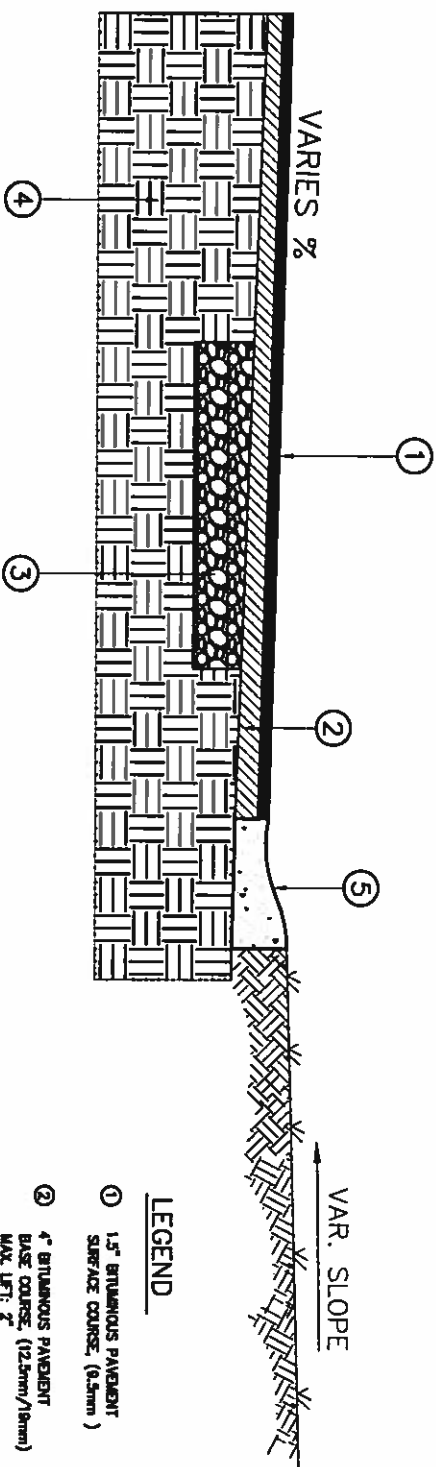
A picture identification card and proof of current residency is required.

Eligibility Guideline		
Number in Household	Very Low Income	Low Income
1 individual	\$20,550	\$32,850
2 individuals	\$23,450	\$37,550
3 individuals	\$26,400	\$42,250
4 individuals	\$29,300	\$46,900
5 individuals	\$31,650	\$50,700
6 individuals	\$34,000	\$54,450
7 individuals	\$36,350	\$58,200
8 individuals	\$38,700	\$61,950



BASE REPAIR DETAIL

N.T.S.



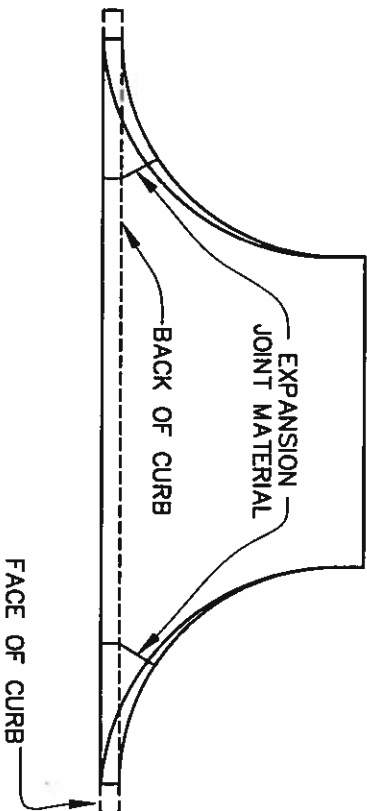
CONSTRUCTION NOTES:

1. EXCAVATION AND AGGREGATE BASE MATERIAL FOR UNDERCUT MATERIAL BEGINNING EIGHT INCHES (8") BELOW THE SURFACE OF THE EXISTING PAVEMENT AND EXTENDING DOWNWARD A MAXIMUM DEPTH OF 2 FEET.
2. THE CONTRACTOR SHALL NOT BEGIN THE FILL OPERATION UNTIL MEASUREMENT OF THE EXCAVATION HAS BEEN MADE AND AGREED UPON BY THE ENGINEER AND THE CONTRACTOR.
3. THIS MATERIAL WILL BE PLACED IN LIFTS NOT TO EXCEED SIX INCHES (6") AND COMPACTED TO 95% PROCTOR DENSITY AND SHALL BE PLACED IMMEDIATELY BELOW THE BINDER MATERIAL i.e. TYPE "A" ASPHALT OR SPECIFIED BY THE TYPICAL PAVING SECTION SHOWN ON THE PLANS.

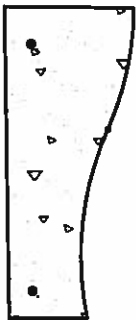
- LEGEND
- ① 1.5" BITUMINOUS PAVEMENT SURFACE COURSE, (9.5mm)
  - ② 4" BITUMINOUS PAVEMENT BASE COURSE, (12.5mm/16mm) MAX. LFT: 2"
  - ③ 4" SAND 610 CRUSHED STONE BASE
  - ④ 1.5" BORROW MATL. BEDD AS DIRECTED BY ENGINEER (COMPACTED TO SEE MAX DRY DENSITY PER (SEE CONTRACT DOCUMENTS FOR SPECIFICATIONS).
  - ⑤ ROLLED CURB OR STANDARD CURB & GUTTER (SEE DETAILS ON THIS SHEET)

TYPICAL CONCRETE APRON SECTION

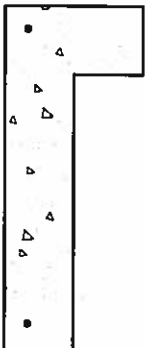
N.T.S.



TYPICAL SECTION FOR STANDARD AND ROLL CURB DETAILS



MATCH EXISTING CURB & GUTTER



ROLLED CURB & GUTTER DETAILS

N.T.S.

STANDARD CURB & GUTTER DETAILS

N.T.S.



CITY OF JACKSON  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
P. O. BOX 17, JACKSON, MISSISSIPPI 39205-0017 (601) 960-1651

PROJECT: 2016 CITYWIDE STREET RESURFACING PROJECT  
JACKSON, MISSISSIPPI  
PROJECT #: 35001-902  
TYPICAL SECTION

DATE: MAY 2016  
DRAWN BY: J.C.  
CHECKED BY: C.W.  
SHEET: 1 OF 1